

1. Name of Registrant

Burson-Marsteller

2. Registration No.

2469

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for \_\_\_\_\_

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☒ Other purpose (specify) submit final contracts

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Final contracts between Burson-Marsteller and the Government of  
Cameroon/Coopers & Lybrand

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

In the Burson-Marsteller filing of 2/20/86, under Exhibit B, it is stated that final contracts would be submitted when they were available. Unfortunately, due to an oversight, that was never fulfilled. We are now correcting that oversight.


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The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

*(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)*

  
Jonathan S. Jessar, General Manager

Subscribed and sworn to before me at 1850 M Street, N.W., Suite 960, Wash DC 20036

this 8th day of April, 19 88   
(Notary or other officer)

My commission expires March 14, 1993

# Burson-Marsteller

1850 M Street, N.W.  
Suite 900  
Washington, D.C. 20036  
202.833.8550

Jonathan S. Jessar  
Senior Vice President/  
General Manager

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February 21, 1986

Mr. Zoltan Pazmany  
Partner - International Management  
Consulting Services  
Coopers & Lybrand  
1800 M Street NW, 4th Floor  
Washington, D.C. 20036

Dear Mr. Pazmany:

This letter will confirm the agreement entered into by and between Coopers & Lybrand ("Client") and Burson-Marsteller ("B-M").

B-M will provide the following services:

1. Services

A. Basic Services. B-M will render such professional services ("Basic Services") as the Client shall from time to time request. Such Basic Services may include:

- i. counseling;
- ii. formulating public relations plans;
- iii. preparing news releases, feature articles, public announcements and background information for magazines, newspapers, periodicals, radio and television stations and other media;
- iv. representing and counseling Client with various publics.
- v. public relations activities surrounding the visit to the United States of the President of Cameroon.

B. Special Services. In addition to the Basic Services, B-M is prepared to provide additional services for such projects and products as Client shall from time to time request. Before B-M begins any such Special Services, Client and B-M shall agree upon B-M's compensation therefor.

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2. Compensation

Client agrees to pay B-M for its services as follows:

- a. Each month during the term of this Agreement, Client shall pay B-M an amount estimated to cover the time-input charges and out-of-pocket expenses (as more specifically described in this Section) which are expected to be incurred during the upcoming Billing Month. On or about the first of each month B-M shall determine such amount for the upcoming Billing Month by reviewing:
  - i. its actual experience during the preceding Billing Month; and
  - ii. Client's projected requirements on projects for the upcoming Billing Month and the costs thereof.

A Billing Month begins on the 16th of a month and runs through the 15th day of the next month.

- b. Client agrees to pay B-M for the actual time spent by its account, creative, communications and other personnel in providing Client with services hereunder as determined by applying B-M's hourly rates in effect at the time.
- c. Where B-M uses services of an outside supplier in providing services to Client, Client shall pay B-M the cost of such services together with a 17.65 percent mark-up. Such costs shall include items such as mechanical and art costs (including typography, artwork and comprehensive layouts) and audiovisual production costs (including talent, props, scenery, sound and lighting effects, rights, license fees and producers' fees).
- d. Client shall reimburse B-M (without mark-up) for the out-of-pocket expenses not listed in Section 2c hereof. Such expenses shall include travel expenses of B-M personnel, long distance telephone calls, telexes, postage, deliveries, hotel accommodations for meetings, and travel and entertainment of editorial and other parties whom Client has requested B-M to entertain.

- e. To cover B-M's cost of miscellaneous items, such as local telephone calls and photocopies that are required to service Client, B-M charges three percent (3%) of the fee billed to Client for time-input pursuant to Section 2b above.

### 3. Billing Procedures

- a. On or about the first of each month, B-M will send Client an invoice reflecting:
  - i. the charge for the upcoming Billing Month as determined pursuant to Section 2a above; and
  - ii. a reconciliation of the sum of the actual time-input charges and out-of-pocket expenses incurred during the most recently completed Billing Month to the payment made by Client for that Billing Month.

The reconciliation shall constitute either a charge for any amount still owing to B-M or a credit for any excess paid by Client.

- b. Client and B-M may agree that certain projects should be billed on a project basis rather than the monthly basis specified in Sections 2a and 3a. If Client and B-M agree to proceed on a project basis, B-M shall submit to Client a description of the project, and a Budget Estimate of time-input charges and out-of-pocket expenses expected to be incurred in completing the project. At the same time, B-M shall also submit an invoice for one-half of the Budget Estimate. If the Client changes the scope of the project or B-M in good faith determines that the Budget Estimate does not accurately reflect actual costs, B-M shall submit a revised Budget Estimate. When B-M determines a project is substantially complete, it shall reconcile the actual time-input charges and out-of-pocket expenses incurred in completing the project with the total previously paid by Client. After the reconciliation, B-M shall either invoice Client for any amount still owing to it or refund any excess paid by Client. Any time-input charges and out-of-pocket expenses incurred in the follow-up to the project will be billed as provided in Section 3a.

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- c. If Client fails to make any payment due hereunder within thirty (30) days after the same falls due, Client shall pay, in addition to the amount due, interest thereon at the prime rate of interest charged by Manufacturers Hanover Trust Company as of the due date of such payment.

4. Term and Termination

- a. The term of this Agreement shall commence as of February 17, 1986 and continue until the close of business March 6, 1986. Client shall pay all time input charges and out-of-pocket expenses incurred up to the effective date of such termination.
- b. Upon the effective date of the termination of this Agreement, all property in B-M's possession belonging to Client pursuant to the terms of Section 5 hereof and all contracts for services and materials entered into by B-M for Client shall be turned over and/or assigned to Client.

5. Ownership

All slogans and publicity materials submitted or developed by B-M for Client during the term of this agreement and paid for by Client and which Client uses at least once prior to the termination hereof or which Client indicates in writing to B-M during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between B-M and Client, Client's property exclusively. All such materials not so used or designated shall be, as between B-M and Client, B-M's property exclusively.

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6. Indemnification

- a. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, industry and services which it furnishes to B-M. It will be Client's responsibility to review all advertising, promotional, publicity or other materials prepared by B-M under this agreement to confirm that representations, direct or implied, with respect to Client's products and services are supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions and depictions of Client's products and services and/or competitive products or services described or depicted. Accordingly, Client shall indemnify and hold B-M harmless from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) that B-M may incur or be liable for as a result of any claim, suit or proceeding made or brought against B-M based upon or arising out of (a) any descriptions or depictions of Client's or competitive products or services contained in advertising, publicity, promotion and public relations created, placed, prepared or produced by B-M or other service performed by B-M for Client; (b) any alleged or actual defects in Client's products or services; (c) allegations that the manufacture, sale, distribution or use of any of Client's products or services violates or infringes upon the copyright, trademark, patent or other rights of any third party, and (d) allegations that the advertising of any of Client's products or services induces, promotes or encourages the violation or infringement upon the copyright, trademark or other rights of any third party.
- b. After material has been issued by B-M to the press or to another third party, its use is no longer under B-M's control. B-M can therefore not assure the use of its press material by any publication, nor, if published, that it will be accurate.

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7. Agency/Client

In purchasing materials or services on Client's behalf, B-M will be acting as Client's agent, and all orders placed and contracts entered into by B-M for such purposes with its suppliers and other persons may so state.

8. Entire Agreement

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and my only be modified or amended in writing signed by the party to be charged.

9. Construction

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. Titles

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.


B-M and Client have indicated their acceptance and approval of the foregoing by signing in the spaces provided below.

Very truly yours,

BURSON-MARSTELLER

Accepted and agreed:

  
\_\_\_\_\_  
Title: Zoltan Pazmany  
Partner

By:   
\_\_\_\_\_  
Jonathan S. Jessar  
Senior Vice President  
General Manager